

## Terms and Conditions of Use for Draver Park

The user agrees to the following conditions and terms for using the facilities of POWELL TOWNSHIP at Draver Park.

1. The Township may close the facility at any time for reasons of safety, scheduled or preventive maintenance.
2. Facilities will be left at completion of use, in a clean manner and free from any disrepair caused by the user.
3. All refuse will be placed in containers provided. The renter will also agree to haul away all refuse.
4. The name of the person in charge, in representing the user or organization assumes all responsibility for payment of damages to any Township property which occurs during the said use.
5. The facilities stand shall not be used for any other activities than its intended use unless prior approval has been obtained from Powell Township.
6. Keys can be picked up before use and shall be returned within twenty four (24) hours of completion of use of the facilities.
7. The user agrees to conduct their activities upon the premises so as not to endanger any persons lawful thereon and to indemnify and save harmless the township against any and all claims for injury to persons or property arising out of activities contracted by the user, its agents, members or guest.
8. The Township reserves the right to waive certain conditions. Or add special conditions to the agreement.
9. It shall be the Users responsibility to obtain the **required Temporary Food Service Permit** from the County Health Department to serve food to the public. A copy must be provided to the Township Office.
10. No pets, overnight camping, open fires or parking motorized vehicles on Park Grounds.
11. Activities and events must not violate any local, county state and/or federal laws.
12. Use agreement and proof of insurance must be provided 48 hours prior to use of the Ball Field.
13. If the User violates any part of this agreement, use of the facility will be denied. This agreement shall not be transferred without written consent of the Township.
14. Fee: Payment required at the time of request; a **minimum** of two weeks prior to the planned event. payable by check or money order to Powell Township

*Approved*  
*2/2012*

*Linda Rumble*  
*Dept. Clerk*

**Fees:**

**Concession:** A onetime non refundable fee of \$100.00 plus an additional \$25.00 per day for the use of the concession stand, plus a \$200.00 refundable security deposit. The security fee will be returned with-in 14 days of the completion of the use if the park, concession and equipment are left in reasonable condition, all refuse is removed and all keys are returned. A "pre" and "post" event check list will be provided prior to refunding the deposit. (Fees for non-profit events available upon request). Concession stand and equipment includes but is not limited to "food shack", food service equipment, and restrooms.

**Ball Field:** A non refundable fee of \$125.00 per day or \$300 for a three day tournament plus an additional refundable security deposit of \$50.00. The security fee will be returned with-in 14 days of the completion of the use if the ball field and equipment are left in reasonable condition, all refuse is removed and all keys are returned. Field will dragged, lined and bases out by opening game. Maintenance during the tournament is the responsibility of the renter. The Township may close the facility at any time for reasons of safety, scheduled or preventive maintenance. Rental includes ball field, restrooms, announcers stand and PA system.

**Pavilion:** A non refundable fee of \$50.00 for a six hour block of time, plus a 50.00 refundable security deposit. The security fee will be returned with-in 14 days of the completion of the use if park, pavilion and equipment are left in reasonable condition, all refuse is removed and all keys are returned. A "pre" and "post" event check list will be provided prior to refunding the deposit.

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I have read the above terms and conditions and assume responsibility of the terms and conditions for myself/organization

\_\_\_\_\_  
Signature of Person(s) assuming responsibility

Date

Facilities rented: Concession \_\_\_\_\_ Ball Field \_\_\_\_\_ Pavilion \_\_\_\_\_

Organization/Person \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Rental Date: \_\_\_\_\_

Date of Payment \_\_\_\_\_ Amt Paid \$ \_\_\_\_\_

Effective date of Health Dept. License \_\_\_\_\_ License # \_\_\_\_\_

Date Keys given to renter \_\_\_\_\_ Date Returned \_\_\_\_\_

Date deposit returned \_\_\_\_\_ Check # \_\_\_\_\_ Amt. \$ \_\_\_\_\_

**PLEASE PRINT**

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